

grant and convey in fee simple unto Augustus C. Tyeryar, his heirs and assigns, all that lot or parcel of land situate, lying and being on the south side of East Patrick Street, in Frederick, Frederick County, Maryland, and being a lot 35 feet wide by 150 feet in depth, and being the rear portion of that lot of ground conveyed by Edward B. Measell and Annie B. Measell, his wife, to Ruth R. Flautt, widow, by deed dated September 26, 1929, and recorded in Liber No. 372, folio 192, one of the Land Records of the County aforesaid.

Being all and the same real estate conveyed unto Malcolm W. Hubbard, et. ux., by Augustus C. Tyeryar, et. ux., by deed dated March 16, 1956, and recorded in Liber No. 560, folio 429, one of the Land Records of the County aforesaid.

And being also all and the same real estate which was conveyed unto the Mortgagors herein by the said Malcolm W. Hubbard, et. ux., by deed dated January 17, 1958, and intended to be recorded among the Land Records of the County aforesaid prior to or simultaneously with the recording of these presents.

To which said deeds and the references therein contained reference is hereby made for a more particular description of the real estate intended to be conveyed by these presents.

TOGETHER WITH ALL AND SINGULAR the buildings, improvements, rights, ways, waters, easements, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if said Mortgagors, their heirs, personal representatives and assigns, shall well and truly pay, or cause to be paid, said principal sum and all interest thereon at the times and in the manner herein set forth, and shall perform all the covenants herein agreed to be performed, then this mortgage shall be void; otherwise, it is to remain in full force and effect.

And the said Mortgagors hereby covenant: That they are seized of the land hereby conveyed; that they have the right to convey said land and will warrant generally the same; that they will not suffer or permit any strip or waste of the mortgaged premises and will keep all buildings and improvements in good repair; and they also hereby covenant that they